

Panaji, 4th February, 2010 (Magha 15, 1931)

SERIES II No. 45

OFFICIAL GAZETTE

GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 44 dated 1-2-2010 from pages 1169 to 1170 regarding Notices in Form No. 2A from Department of Elections (Goa State Election Commission).

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry
& Veterinary Services

— Addendum

No. 11-4-87/AH (Part)/4595

Read: Order No. 11-4-87/AH (Part)/3946 dated 17-12-2009.

The following lines may be added to the last para of the order read above.

"Dr. Rajesh Kenny, Veterinary Officer, Veterinary Dispensary, Honda shall continue to draw his salary against the same Budget Head as he was drawing earlier."

By order and in the name of the Governor of Goa.

P. K. Patidar, Director (AH) & ex officio Joint Secretary.

Panaji, 28th January, 2010.

—◆◆◆—
Department of Home
Home—General Division

— Order

No. 1/6/2008-HD(G)

Government of Goa is pleased to appoint Dr. T. S. N. Murthy (retired) as Consultant Forensic

Expert to the Government of Goa on contract basis initially for a period of one year w.e.f. 22-10-2009 on the following terms and conditions:

1. Rs. 25,000/- consolidated pay per month without any link to his pension or his last gross salary.
2. Rent free Accommodation as per Rules.
3. One vehicle for official duties (to be provided by State Forensic Laboratory).
4. TA/DA as admissible to Group 'A' post as per his pay, when required to go out of Headquarter on official duties after due approval of competent authority.
5. Supporting office staff. (to be provided by Goa Police).
6. Re-imbursement of Medical expanses as applicable to State Government Officials of corresponding status.

His appointment is subject to his executing the Agreement specifying the terms and conditions of his re-employment.

This issues with the concurrence of the Finance Secretary vide their U.O. No. F.S./6953/2008 dated 23-12-2009.

By order and in the name of the Governor of Goa.

Siddhivinayak Surendra Naik, Under Secretary (Home).

Porvorim, 27th January, 2010.

—◆—
Office of the Director of General of Police

— Order

No. CA-I/108(P)(Vol.II)/Dy.SP/824/2010

As per the decision of the Police Establishment Board, the belowmentioned Police Inspectors are

hereby promoted to the post of Junior Scale (Deputy Superintendent of Police) of Goa Police Service in Pay Band—3 Rs. 15,600-39,100 and Grade Pay Rs. 5,400/- on regular basis with immediate effect:

Sl. No.	Designation & name	Place of posting
1.	Shri Chandrakant S. Salgaonkar	Crime Branch, Dona Paula.
2.	Shri Ananta B. Virmodkar	E.O.C., Panaji.
3.	Shri Dinraj R. Govekar	PHQ, Panaji.
4.	Shri Bossuet Silva	S.D.P.O., Bicholim.

2. They shall be on probation for a period of two years.

3. They shall exercise option for fixation of pay, if so desired, within one month from the date of issue of this order.

B. S. Bassi, IPS, Director General of Police (Goa).
Panaji, 25th January, 2010.

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Department of Labour

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa, on 19-11-2009 in reference No. IT/26/01 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 14th January, 2010.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. IT/26/01

Shri Rajnikant K. Velip,
H. No, 123, Malwado,
Colomb, Rivona, Goa. ... Workman/Party I
V/s

Sr. Gen. Manager,
M/s. M.R.F. Ltd.,
Usgao, Ponda, Goa. ... Employer/Party II

Party I/Workman is represented by Adv., Shri Subhash Naik George.

Party II/Employer is represented by Adv., S. Chodnekar.

AWARD

(Passed on this 19th day of November, 2009)

1. By order dated 14-05-2001 the Government of Goa, in exercise of powers conferred under clause (d) of sub-section (1) of Section 10 of the Act, 1947 has referred to this Industrial Tribunal the following dispute for adjudication-

“(1) Whether the action of the Management of M/s. MRF Ltd., Usgao, Ponda, Goa, in terminating the services of the Workman, Shri Rajnikant K. Velip, Trainee Operator, with effect from 17-10-96 is legal and justified?

2. If not, to what relief, the workman is entitled?”

2. Pursuant to the reference IT/26/01 was registered. Notices were issued to both parties. The Party I filed his claim statement at Exb. 4 and the Party II filed its written statement at Exb. 5.

3. By letter dated 18-10-91 the Party I had employed the Party I as a trainee for a period of three months. The training period was allowed to be continued even after the expiry of the initial training period of three months. By letter dated 27-4-92 the Party I was allowed to continue as a trainee for a period of one year. The training period was further extended by letter dated 1-5-93. By letter dated 1-8-93 the Party I was given probationary appointment. The probationary period was extended till 30-4-94. The services of the Party I were discontinued on completion of the probationary period. By letter dated 10-4-95 the Party I was once again appointed as an operator for a period of six months. The said period was extended from time to time till services of the Party I were terminated on 17-10-96.

The Party I has stated that he was not issued notice nor paid retrenchment compensation and that his termination is in contravention of Section 25F of the Act. The Party I has further stated that the Party II had not followed the principle of “last come first go” and that has thereby violated provisions of Section 25(6) of the Act. The Party I

has further stated that the Party I had indulged in unfair labour practice and that his termination of service is by unfair labour practice. The Party I has therefore claimed that his termination is illegal and unjustified. Hence the Party I has sought reinstatement with all consequential benefits.

4. The Party II has stated that the performance of the Party I was reviewed from time to time. The performance was unsatisfactory and since there was no improvement the training/probationary period was extended and the Party I was given ample opportunity to improve his performance. Despite this there was no improvement in his performance. The Party II has stated that the services of the Party I were terminated for unsatisfactory performance. The Party II has further stated that termination of service of a trainee is not an "Industrial Dispute" and hence the reference itself is bad and is liable to be rejected.

5. Based on the aforesaid pleadings following issues were framed:

1. Whether the Party I proves that termination of his service by the Party II is in violation of the provisions of Sections 25F and 25G of the Industrial Disputes Act, 1947?
2. Whether the Party I proves that the Party II has violated the provisions of Section 25H of the Industrial Disputes Act, 1947?
3. Whether the Party I proves that termination of his service is by way of unfair labour practice?
4. Whether the Party I proves that termination of his service by the Party II w.e.f. 17-10-96 is illegal and unjustified?
5. Whether the Party I proves that there is no Industrial Dispute and hence the reference is bad and is liable to be rejected?
6. Whether the Party I is entitled to any relief?
7. What Award?

6. The parties had adduced evidence in respect of their respective claims wherein the matter was at the stage of final arguments, both parties appeared before this Tribunal and filed an application at Exb. 36 stating that the matter has been amicably settled. The terms of settlement, which are annexed to the application at Exb. 36 are signed and are agreeable to both parties. These terms are in the interest of the workman and hence on the basis of the said terms, I pass the following order:

ORDER

1. It is mutually agreed between the parties that Mr. Rajnikant K. Velip will be reinstated as an operator in service w.e.f. 15th October, 2009.
2. It is mutually agreed between the parties that reinstatement of Mr. Rajnikant K. Velip will be with continuity of service from 10-4-95.
3. It is mutually agreed between the parties that Mr. Rajnikant K. Velip will not be entitled to any back wages upon his reinstatement in service.
4. It is mutually agreed between the parties that Mr. Rajnikant K. Velip will be initially placed on two months training and will undergo the normal procedure of probationary period of six months before confirmation in service.

No order as to costs. Inform the Government accordingly.

Sd/-
(Smt. Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal & Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Labour Court-II, at Panaji-Goa, on 14-12-2009 in reference No. IT/89/2007 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 14th January, 2010

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/89/2007

Shri Prakash Parab,
H. No. 1254, Gaum Vaddi,
Anjuna, Bardez-Goa. ... Workman/Party I
V/s

M/s. Royal Goan Beach Club Monteiro,
Baga, Arpora,
Bardez -Goa. ... Employer/Party II

Party I/Workman is represented by Adv., Shri Suhas Naik.

Party II/Employer is represented by Adv., M. S. Bandodkar.

Panaji, dated: 14-12-2009.

AWARD

In exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by Order dated 03-01-2007 bearing No. 28/04/2006-LAB/06 referred the following dispute for adjudication by this Labour Court-II.

“(1) Whether the action of the Management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their Workman, Shri Prakash Parab, Electrician, with effect from 22-06-2002, is legal and justified?

(2) If not, to what relief, the workman is entitled?”

2. On receipt of the reference, a case was registered under No. IT/89/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short ‘Workman’), filed his statement of claim on 13-01-2009 at Exb. 7. The facts of the case in brief as pleaded by the Workman are that the Employer/Party II (for short “Employer”) is a Starred Resort which caters to the needs of Indian and Foreign Tourists by providing them room services and restaurants facilities by charging certain tariffs. He stated that the Employer employs many Workmen to cater to the needs of these tourists. He stated that he was employed as an “Electrician” by the Employer w. e. f. 01-09-1998 and since then he continued to work at the above restaurant as an ‘Electrician’. He stated that he was issued an ‘Attendance Card’ for marking the presence of the Workman. He stated that the said ‘Attendance Card’ was kept at the ‘Security Office’ at the entrance of the gate. He stated that all the workmen including him were required to sign this ‘Attendance Card’ by putting time entry and signature. He stated that the said ‘Attendance Card’ was subsequently handed over to the Personnel Department and is retained in the custody of the Personnel Department. He stated

that he worked with the Employer for the period starting from 01-09-1998 continuously without any break in service. He stated that in the month of October, 2003, he was called by the Employer and handed over to him a back dated letter dated 11-03-2003 wherein it was mentioned that he is employed on contract for the period starting from 01-10-2000 to 28-02-2001 and that his contract stands extended till 11-06-2003. He stated that the said letter was prepared by the Personnel Department putting his name. He stated that he refused to sign the said letter, however, his signature was obtained under force. He stated that he informed the Personnel Manager that he had worked for many years continuously and the management should confirm him in services and refused to sign this letter. He stated that at this juncture, the Personnel Manager of the Employer Hotel informed him that if he does not sign the letter his services would be abruptly terminated. He stated that he did not sign the said letter for the reasons stated above. He stated that accordingly his services were terminated on 11-05-2003. He stated that after terminating his services, the management recruited many new workers in his place. He stated that the termination of his services is illegal, unjustified and bad in law as it is in contravention of Sec. 25-F of the I. D. Act, 1947. He stated that after termination of his services, he made many efforts to meet the Personnel Manager, but all his efforts were turned down. He stated that he thereafter received a register A/D letter from the Personnel Manager stating that a cheque has been enclosed towards his full and final settlement. He stated that the amount mentioned in the said cheque is not correct. He stated that he thereafter raised an Industrial Dispute before Assistant Labour Commissioner, Mapusa-Goa demanding immediate reinstatement and full back wages, which ended in failure. He submitted that he was made entitled for all the benefits such as ESI Scheme, Provident Funds Scheme and other benefits. He stated that he is presently unemployed and does not have any source of income. He therefore prayed for he may be reinstated in the services of the Employer with full back wages and continuity in services and the termination of his services be held as illegal, unjustified and bad in law.

3. The Employer filed its written statement on 27-07-2009 at Exhibit 9. The Employer resisted the claim of the Workman preliminary on the ground that the Workman was engaged by them for a specific fixed term periods, specifying the said period in the contractual agreement itself from

time to time and the said contractual agreements were accepted by the Workman. The Employer stated that at no point of time, the Employer Company employed the Workman in regular employment and his appointments were purely of a casual nature based on contractual agreements, which has been accepted by the Workman. The Employer stated that they at no point of time terminated the services of the Workman. The Employer stated that in fact the Workman was appointed on specific period, discontinuation of the employment in the said period, cannot be termed as termination under the provisions of the Industrial Disputes Act, 1947 since at the time of appointment itself, the last day of working was intimated to the Workman. He stated that he was knowing that date of his engagement with the Employer Company, hence, the reference itself is bad in law and not maintainable. The Employer stated that the services of the Workman were availed by them as and when required due to business exigencies. The Employer stated that they have entered into valid contracts. They stated that the terms of the contract entered into between them and the Workman are very clear, specific and there is no ambiguity. The Employer stated that the said contracts are genuine and accepted by the parties as and when they are entered into the contracts and there is no scope for making any allegations of Sham and/or Camouflage. The Employer stated that the appointments/termination of services of the Workman is a result of non-renewal of contract of employment between them and the Workman which is strictly covered under the provisions of Sec. 2 (oo) (bb) of the Industrial Disputes Act, 1947 and not under the provisions of Section 2(oo) and/or Section 25-F of the said Act. The Employer stated that the purported dispute was not raised/espoused by the Union or group of persons/employees and the said dispute is not coverable under Section 2(k) or 2(A) of the Industrial Disputes Act, 1947. The Employer stated that the Workman being employed on the specific terms, he had no lien over the employment. The Employer stated that the Workman was not entitled for any retrenchment compensation as it is not covered under Sec. 25-F or under section 2(oo) of the Industrial Disputes Act, 1947, but was covered under the exception to the Section 2(oo) (bb) of the said Act. The Employer stated that as per the specific clause of the agreement between the parties, it was agreed that, the temporary employment may be terminated by them or by the

Workman at any time with or without notice or payment in lieu of notice and hence no dispute of whatsoever nature can survive. The Employer stated that the Workman was employed for fixed period, however due to business exigency they intended to extend his contractual employment for further period and the Workman was informed accordingly and he accepted the same. The Employer further stated that subsequently the Workman demanded that his services should be made permanent otherwise he will discontinue the employment with the employer. The Employer stated that the Workman discontinued/remained absent from his employment on his own accord from 22-06-2002 onwards, and hence no dispute of whatsoever nature do exists and the entire reference ought to be rejected. The Employer stated that after remaining absent/discontinuing the Employment from 22-06-2002 onwards, the Workman raised a false dispute/claim for wrongful gains. The Employer stated that the non-renewal of contractual period or discontinuation from the contractual employment could not be claimed as a matter of right for employment or lien over the employment. The Employer stated that since the Workman discontinued his employment from 22-06-2002, they intended to clear all his dues and also offered him gratuity, retrenchment compensation and notice pay, though he was not entitled for the same. The Employer stated since there is no permanent vacancy in the establishment his request for permanency cannot be considered. The Employer therefore, prayed for the dismissal of the present reference.

4. Thereafter, the Workman filed his rejoinder on 10-08-2009 at Exhibit 10. The Workman by way of rejoinder confirms and reiterates all his submissions, averments and statements made in his claim statement to be correct and proved and denied all the statements, averments and submissions made by the Employer in its written statement which are contrary to his statement and averments made in his claim statement. The Workman stated that after the termination of his services the Employer Company has recruited new workers in his place and there is a vacancy with Employer Company.

5. Thereafter on the basis of the pleadings filed by the respective parties this Court framed issues at Exb. 11 which are as under:

1. *Whether the Workman/Party I proves that he was employed with the Employer/Party II as an Electrician w. e. f. 01-09-1998 till the date 22-06-2002?*

2. *Whether the Workman/Party I proves that the termination of his services by the Employer/Party II w. e. f 22-06-02 is illegal & unjustified?*

3. *Whether the Employer/Party II proves that the present order of reference issued by the Government of Goa is not maintainable and bad in law for the reasons stated in paras (A), (B), (C), (D), (E), (F), (G), (H) & (I) of their written statement?*

4. *Whether the Workman/Party I proves that he is entitled for any relief?*

5. *What order? What Award?*

6. Thereafter the case was fixed for the Production/Inspection of Documents of the respective parties. However on 14-09-2009, the Ld. Adv., Shri Suhas Naik appearing for the Workman as well as the Ld. Adv., Shri M. S. Bandodkar appearing for the Employer jointly submitted that the matter is likely to be settled amicably between the parties. Accordingly, they have filed the terms of settlement on 07-12-2009 at Exb.13 and submitted that an award be passed in terms of said amicable settlement.

I have carefully perused the said terms of settlements at Exb.13 and I am of the opinion that the said terms of settlement are beneficial to both the parties. It also helps in keeping peaceful harmonious industrial relations between the parties and hence I pass the following order:

ORDER

1. It is agreed between the parties that the Management of M/s. Royal Goan Beach Club Monteiro, Baga, Bardez-Goa shall pay a sum of Rs. 36,000/- (Rupees thirty six thousand only) to Shri Prakash Parab by Cheque No. 309421 dated 16-11-2009 drawn on HDFC Bank Ltd., payable at par, in full settlement of all his claims, which shall include earned wages, bonus, leave encashment, overtime, gratuity etc. if any, arising out of employment and/or termination of services, including any other claim/sum which can be computed in terms of money.

2. It is agreed by Shri Prakash Parab, the Party I that, he shall accept the amount mentioned in the Clause (1) in full and final settlement of all his claims arising out of the employment/termination of his services, including claim of earned wages, bonus, overtime, leave encashment, gratuity etc., if any or any other claim/sum which can be computed in terms of money, in complete

satisfaction of all his claims including claim made in the present reference No. IT/89/07 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of reinstatement or/and re-employment.

3. That in view of the amicable settlement between parties hereto, the dispute as to "Whether the action of the Management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their Workman, Shri Prakash Parab, 'Electrician', with effect from 22-06-2002, is legal and justified?", does not survive.

4. No order as to costs.

5. Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/1/2009-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 11-12-2009 in reference No. IT/86/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 14th January, 2010.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/86/07

Shri Tilu Salgaonkar,
House No. 62, Vaddy Siolim,
Bardez-Goa. ... Workman/Party I
V/s
M/s. Royal Goan Beach Club Monteiro,
Arpora, Baga,
Bardez-Goa. ... Employer/Party II

Party I/Workman is represented by Adv., Shri Suhas Naik.

Party II/Employer is represented by Adv., Shri M. S. Bandodkar.

Panaji, dated: 11-12-2009.

AWARD

In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by Order dated 09-11-2006 bearing No. 28/03/2006-LAB/888 referred the following dispute for adjudication by this Labour Court-II.

- “(1) Whether the action of the Management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their Workman, Shri Tilu Salgaonkar, Restaurant Cashier, with effect from 11-05-2003, is legal and justified?
- (2) If not, to what relief, the workperson is entitled?”

2. On receipt of the reference, a case was registered under No. IT/86/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short 'Workman'), filed his statement of claim on 21-02-2008 at Exhibit 8. The facts of the case in brief as pleaded by the Workman are that the Employer/Party II (for short "Employer") is a 'Starred Resort' which caters to the needs of Indian and Foreign Tourists by providing them room services and restaurant facilities by charging certain tariffs. He stated that the Employer employs many Workmen to cater to the needs of these tourists. He stated that he was employed as a "Restaurant Cashier" by the Employer w. e. f. 01-12-1999 and since then he continued to work at the above restaurant as a "Restaurant Cashier". He stated that he was issued an 'Attendance Card' for marking the presence of the Workmen. He stated that the said 'Attendance Card' was kept at the 'Security Office' at the entrance of the gate. He stated that all the workmen including him were required to sign this 'Attendance Card' by putting time entry and signature. He stated that the said 'Attendance Card', was subsequently handed over to the Personnel Department and is retained in the custody of the Personnel Department. He stated that he worked with the Employer for the period starting from 01-12-1999 till 21-03-2003 continuously without any break in service. He

stated that on 11-03-2003 he was called by the Employer and handed over to him a letter dated 11-03-2003 wherein it was mentioned that "his contracts stands extended till 11-06-2003". He stated that the said letter was prepared by the Personnel Department by putting the name of the Workman. He stated that he refused to sign the said letter and requested the Personnel Manager to confirm his services as he had completed many years of continuous services. He stated that at this juncture, the Personnel Manager informed him that if he does not sign the said letter his services would be abruptly terminated. He stated that accordingly he did not sign the above referred letter for the reason stated above and hence his services were terminated on 11-05-2003. He stated that after terminating his services, the management recruited many new workers in his place. He stated that the termination of his services is illegal, unjustified and bad in law as it is in contravention of Sec. 25-F of the Industrial Disputes Act, 1947. He stated that after termination of his services, he made many efforts to meet the Personnel Manager, but all his efforts were turned down. He stated that he thereafter received a Registered A/D letter from the Personnel Manager stating that a cheque has been enclosed towards his full and final settlement. He stated that the amount mentioned in the said cheque is not correct. He stated that he is presently unemployed and does not have any source of income. He therefore prayed that he may be reinstated in the services of the Employer with full back wages and continuity in services and the termination of his services be held as illegal, unjustified and bad in law.

3. The Employer filed its written statement on 30-06-2008 at Exhibit 10. The Employer resisted the claim of the Workman preliminary on the ground that the Workman was engaged by them for a specific fixed term periods, specifying the said period in the contractual agreement itself and the said contractual agreements were accepted by the Workman. The Employer stated that at no point of time, the Employer Company employed the Workman in regular employment and his appointments were purely of a casual basis, based on exigency of work on contractual agreement, which had been accepted by the Workman. The Employer stated that they at no point of time terminated the services of the Workman. The Employer stated that in fact the Workman was appointed on specific period, discontinuation or the non-renewal of the contract of employment after the expiry of the said period cannot be termed as termination under the provisions of the

Industrial Disputes Act, 1947. The Employer stated that since at the time of appointment itself, the last day of working was intimated to the Workman and the Workman was knowing that date of his engagement with the Employer Company, hence, the reference itself is bad in law and not maintainable. The Employer stated that the services of the Workman were availed by them as and when required due to business exigencies. The Employer stated that they have entered into valid contracts. They stated that the terms of the contract entered into between them and the Workman are very clear, specific and there is no ambiguity. The Employer stated that the said contracts are genuine and accepted by the parties as and when they are entered into the contracts. The Employer stated that there is no scope for making any allegations of sham and/or camouflage. The Employer stated that the appointments/termination of services of the Workman is a result of non-renewal of contract of employment between them and the Workman which is strictly covered under the provisions of Sec. 2 (oo) (bb) of the Industrial Disputes Act, 1947 and not under the provisions of Section 2(oo) and/or Section 25-F of the said Act. The Employer stated that the purported dispute was not raised/espoused by the Union or group of persons/employees and the said dispute is not coverable under Section 2(k) or 2(A) of the Industrial Disputes Act, 1947. The Employer stated that the Workman being employed on the specific terms, he had no lien over the employment. The Employer stated that the Workman was not entitled for any retrenchment compensation as it is not covered under Sec. 25-F or under Section 2(oo) of the Industrial Disputes Act, 1947, but was covered under the exception to the section 2(oo) (bb) of the said Act. The Employer stated that as per the specific clause of the agreement between the parties, it was agreed that, the discontinuation of the employment can be done without notice or payment in lieu of notice and hence no dispute of whatsoever nature can survive. The Employer stated that the Workman was employed for fixed period, however due to business exigency they intended to extend his contractual employment for further period. The Employer stated that the Workman was informed accordingly and he accepted the same. The Employer further stated that subsequently the Workman demanded that his services should be made permanent otherwise he will discontinue the employment

with the Employer. The Employer stated that the Workman on his own accord discontinued/ remained absent from 11-05-2003 onwards and hence he was offered gratuity, retrenchment compensation and notice pay, though he was not entitled for the same. The Employer stated that the Workman had raised a false claim of termination for wrongful gain. The Employer state that since the services of the Workman has not been retrenched, the question of following the condition precedent of Sec. 25-F does not arise. The Employer denied the case of the Workman in toto. The Employer submitted that, their entire action is just, fair and proper and it has not terminated the services of the Workman. The Employer submitted that he is not entitled to any back wages or continuity in service or other benefits. The Employer, therefore prayed that the entire reference ought to be rejected in limine.

4. Thereafter, the Workman filed his rejoinder on 09-03-2009 at Exb.11. The Workman by way of rejoinder confirms and reiterates all his submissions, averments and statements made in his claim statement to be correct and proved and denied all the statements, averments and submissions made by the Employer in its written statement which are contrary to his statement and averments made in his claim statement. The Workman stated that after the termination of his services the Employer Company has recruited new workers in his place and there is a vacancy with Employer Company.

5. Thereafter on the basis of the pleadings filed by the respective parties this Court framed issues at Exb.12 which are as under:

1. *Whether the Workman/Party I proves that the action of the Employer/Party II in terminating his services w.e.f. 11-05-2003 is illegal and unjustified?*
2. *Whether the Employer/Party II proves that the present order of reference issued by the Government of Goa is bad in law in view of the reasons stated in para A to H of its written statement?*
3. *Whether the Employer/Party II proves that the Workman/Party I is continued with the Employment on his own accord from 11-05-2003 onwards?*
4. *Whether the Workman/Party I proves that he is entitled for any relief?*
5. *What Award?*

6. Thereafter the case was fixed for the Production/Inspection of Documents of the respective parties. However on 16-06-2009, the ld. Adv., Shri Suhas Naik appearing for the Workman as well as the ld. Adv., Shri M. S. Bandodkar appearing for the Employer jointly submitted that the matter is likely to be settled amicably between the parties. Accordingly, they have filed the terms of settlement on 16-11-2009 at Exb.15 and submitted that an award be passed in terms of said amicable settlement.

I have carefully perused the said terms of settlements at Exb. 15 and I am of the opinion that the said terms of settlement are beneficial to both the parties. It also helps in keeping peaceful harmonious industrial relations between the parties and hence I pass the following order:

ORDER

1. It is agreed between the parties that the Management of M/s. Royal Goan Beach Club Monteiro, Baga, Bardez-Goa shall pay a sum of Rs. 36,000/- (Rupees thirty six thousand only) to Shri Tilu Salgaonkar by Cheque No. 309422 dated 16-11-2009 drawn on HDFC Bank Ltd., payable at par, in full settlement of all his claims, which shall include earned wages, bonus, leave encashment, overtime, gratuity etc., if any, arising out of employment and/or termination of services, including any other claim/sum which can be computed in terms of money.

2. It is agreed by Shri Tilu Salgaonkar, the Party I that, he shall accept the amount mentioned in the Clause (1) in full and final settlement of all his claims arising out of the employment/termination of his services, including claim of earned wages, bonus, overtime, leave encashment, gratuity etc., if any or any other claim/sum which can be computed in terms of money, in complete satisfaction of all his claims including claim made in the present reference No. IT/86/07 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of reinstatement or/and re-employment.

3. That in view of the amicable settlement between the parties hereto, the dispute as to "Whether the action of the Management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their Workman, Shri Tilu Salgaonkar, 'Restaurant

Cashier', with effect from 11-05-2003, is legal and justified?", does not survive.

4. No order as to costs.

5. Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/1/2009-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 27-11-2009 in reference No. LC-II/IT/1/08 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 15th January, 2010.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble Presiding Officer)

Case No. LC-II/IT/1/08

Shri Suraj Shirodkar,
H. No. 318, Dando,
Siolim, Bardez-Goa.

... Workman/Party I

V/s

M/s. Royal Goan Beach Club Monteiro,
Arpora, Baga,
Bardez-Goa.

... Employer/Party II

Party I/Workman is represented by Adv., Shri Suhas Naik.

Party II/Employer is represented by Adv., Shri M. S. Bandodkar.

Panaji, Dated: 27-11-2009

AWARD

In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by Order dated 09-11-2006 bearing No. 28/03/2006-LAB/888 referred the

following dispute for adjudication by this Labour Court-II.

“(1) Whether the action of the Management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their Workman, Shri Suraj Shirodkar, Room Boy, with effect from 11-05-2003, is legal and justified?

(2) If not, to what relief, the Workman is entitled?”

2. On receipt of the reference, a case was registered under No. LC-II/IT/1/08 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short ‘Workman’), filed his statement of claim on 28-01-2009 at Exhibit 4. The facts of the case in brief as pleaded by the Workman are that the Employer/Party II (for short “Employer”) is a ‘Starred Resort’ which caters to the needs of Indian and Foreign Tourists by providing them room services and restaurant facilities by charging certain tariffs. He stated that the Employer employs many Workmen to cater to the needs of these tourists. He stated that he was employed as a ‘Room Boy’ by the Employer w. e. f. March, 2000 and since then he continued to work at the above restaurant as a ‘Room Boy’. He stated that he was issued an ‘Attendance Card’ for marking the presence of the Workmen. He stated that the said ‘Attendance Card’ was kept at the ‘Security Office’ at the entrance of the gate. He stated that all the workmen including him were required to sign this ‘Attendance Card’ by putting time entry and signature. He stated that the said ‘Attendance Card’ was subsequently handed over to the Personnel Department and is retained in the custody of the Personnel Department. He stated that he worked with the Employer for the period starting from March, 2000 till 11-05-2003 continuously without any break in service. He stated that on 11-03-2003 he was called by the Employer and handed over to him a letter dated 11-03-2003 wherein it was mentioned that “his contracts stands extended till 11-06-2003”. He stated that the said letter was prepared by the Personnel Department by putting the name of the Workman. He stated that he refused to sign the said letter and requested the Personnel Manager to confirm his services as he had completed many years of continuous services. He stated that at this juncture, the Personnel Manager informed him that if he does not sign the said letter his services would be abruptly terminated. He stated that accordingly he did not sign the above referred letter for the reason

stated above and hence his services, were terminated on 11-05-2003. He stated that after terminating his services, the management recruited many new workers in his place. He stated that the termination of his services is illegal, unjustified and bad in law as it is in contravention of Sec. 25-F of the Industrial Disputes Act, 1947. He stated that after termination of his services, he made many efforts to meet the Personnel Manager, but all his efforts were turned down. He stated that he thereafter received a Registered A/D letter from the Personnel Manager stating that a cheque has been enclosed towards his full and final settlement. He stated that the amount mentioned in the said cheque is not correct. He stated that he is presently unemployed and does not have any source of income. He stated that he thereafter raised an Industrial Dispute before Assistant Labour Commissioner, Mapusa-Goa vide his letter dated 12-06-2004 demanding immediate reinstatement and full back wages which ended in failure. He submitted that he was made entitled for all the benefits, such as ESI Scheme, Provident Funds Scheme and other benefits. He stated that he is presently unemployed and does not have any source of income. He therefore prayed that he may be reinstated in the services of the Employer with full back wages and continuity in services and the termination of his services be held as illegal, unjustified and bad in law.

3. The Employer filed its written statement on 27-07-2009 at Exhibit 6. The Employer resisted the claim of the Workman preliminary on the ground that the Workman was engaged by them for a specific fixed term periods, specifying the said period in the contractual agreement itself and the said contractual agreements were accepted by the Workman. The Employer stated that at no point of time, the Employer Company employed the Workman in regular employment and his appointments were purely of a casual basis, based on exigency of work on contractual agreement, which had been accepted by the Workman. The Employer stated that they at no point of time terminated the services of the Workman. The Employer stated that in fact the Workman was appointed on specific period, discontinuation or the non-renewal of the contract of employment after the expiry of the said period cannot be termed as termination under the provisions of the Industrial Disputes Act, 1947. The Employer stated that at the time of appointment itself, the last day of working was intimated to the Workman and the Workman was knowing that date of his engagement with the Employer Company, hence, the reference itself is bad in law

and not maintainable. The Employer stated that the services of the Workman were availed by them as and when required due to business exigencies. The Employer stated that they have entered into valid contracts. They stated that the terms of the contract entered into between them and the Workman are very clear, specific and there is no ambiguity. The Employer stated that the said contracts are genuine and accepted by the parties as and when they are entered into the contracts and there is no scope for making any allegations of sham and/or camouflage. The Employer stated that the appointments/termination of services of the Workman is a result of non-renewal of contract of employment between them and the Workman which is strictly covered under the provisions of Sec. 2(o) (b) of the Industrial Disputes Act, 1947 and not under the provisions of Section 2(o) and/or Section 25-F of the said Act. The Employer stated that the purported dispute was not raised/espoused by the Union or group of persons/employees and the said dispute is not coverable under Section 2(k) or 2(A) of the Industrial Disputes Act, 1947. The Employer stated that the Workman being employed on the specific terms, he had no lien over the employment. The Employer stated that the Workman was not entitled for any retrenchment compensation as it is not covered under Sec. 25-F or under section 2(o) of the Industrial Disputes Act, 1947, but was covered under the exception to the Section 2(o) (b) of the said Act. The Employer stated that as per the specific clause of the agreement between the parties, it was agreed that, the discontinuation of the employment can be done without notice or payment in lieu of notice and hence no dispute of whatsoever nature can survive. The Employer stated that the Workman was employed for fixed period, however due to business exigency they intended to extend his contractual employment for further period. The Employer stated that the Workman was informed accordingly and he accepted the same. The Employer further stated that subsequently the Workman demanded that his services should be made permanent otherwise he will discontinue the employment with the Employer Hotel. The Employer stated that the Workman on his own accord discontinued/remained absent from 11-05-2003 onwards and hence he was offered gratuity, retrenchment compensation and notice pay, though he was not entitled for the same. The Employer stated that the Workman had raised a false claim of termination for wrongful gain. The

Employer state that since the services of the Workman has not been retrenched, the question of following the condition precedent of Sec. 25-F does not arise. The Employer denied the case of the Workman in toto. The Employer submitted that, their entire action is just, fair, and proper and it has not terminated the services of the Workman. The Employer submitted that he is not entitled to any back wages or continuity in service or other benefits. The Employer, therefore prayed that the entire reference ought to be rejected in limine.

4. Thereafter, the Workman filed his rejoinder on 10-08-2009 at Exb. 7. The Workman by way of rejoinder confirms and reiterates all his submissions, averments and statements made in his claim statement to be correct and proved and denied all the statements, averments and submissions made by the Employer in its written statement which are contrary to his statement and averments made in his claim statement. The Workman stated that after the termination of his services the Employer Company has recruited new workers in his place and there is a vacancy with Employer Company.

5. Thereafter on the basis of the pleadings filed by the respective parties this Court framed issues at Exb. 8 which are as under:

(1) Whether the Workman/Party I proves that he was employed with Employer/Party II as a 'Room Boy' w. e. f. March, 2000 till 11-05-2003?

(2) Whether the Workman/Party I proves that the termination of his services by the Employer/Party II w. e. f. 11-05-03 is illegal & unjustified?

(3) Whether the Employer/Party II proves that the present order of reference issued by the Government of Goa is not maintainable and bad in law for the reasons stated in paras (A), (B), (C), (D), (E), (F), (G), (H) & (I) of their written statement?

(4) Whether the Workman/Party I proves that he is entitled for any relief?

(5) What Order? What Award?

6. Thereafter the case was fixed for the Production/Inspection of Documents of the respective parties. However on 16-06-2009 the *Ld. Adv.*, Shri Suhas Naik appearing for the Workman as well as the *Ld. Adv.*, Shri M. S. Bhandodkar appearing for the Employer jointly submitted that the matter is likely to be settled amicably between the parties. Accordingly, they

have filed the terms of settlement on 16-11-2009 at Exb. 10 and submitted that an award be passed in terms of said amicable settlement.

I have carefully perused the said terms of settlements at Exb.10 and I am of the opinion that the said terms of settlement are beneficial to both the parties. It also helps in keeping peaceful harmonious industrial relations between the parties and hence I pass the following order:

ORDER

1. It is agreed between the parties that the Management of M/s. Royal Goan Beach Club Monteiro, Baga, Bardez-Goa shall pay a sum of Rs. 36,000/- (Rupees thirty six thousand only) to Shri Suraj Shirodkar by Cheque No. 309416 dated 16-11-2009 drawn on HDFC Bank Ltd., payable at par, in full settlement of all his claims, which shall include earned wages, bonus, leave encashment, overtime, gratuity etc. if any, arising out of employment and/or termination of services, including any other claim/sum which can be computed in terms of money.

2. It is agreed by Shri Suraj Shirodkar, the Party I that, he shall accept the amount mentioned in the Clause (1) in full and final settlement of all his claims arising out of the employment/termination of his services, including claim of earned wages, bonus, overtime, leave encashment, gratuity etc., if any or any other claim/sum which can be computed in terms of money, in complete satisfaction of all his claims including claim made in the present reference No. LC-II/IT/1/08 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of reinstatement or/and re-employment.

3. That in view of the amicable settlement between the parties hereto, the dispute as to "Whether the action of the Management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their Workman, Shri Suraj Shirodkar, 'Room Boy', with effect from 11-05-2003, is legal and justified?," does not survive.

No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/1/2010-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa, on 20-11-2009 in reference No. IT/10/09 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 18th January, 2010.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble Presiding Officer)

Ref. IT/10/09

Ms. Gangubai S. Mane,
H. No. 257, Kursachi Ghol,
Near GMC, Bambolim, Goa. ... Workman/Party I
V/s

M/s. First Flight Couriers Ltd.,
Head Officer: City Centre, Patto,
Panaji-Goa. ... Employer/Party II

Party I/Workman represented by Adv., Subhash Naik George.

Party II/Employer represented by Adv., P. A. Noronha.

AWARD

(Passed on this 20th day of November, 2009)

1. By order dated 1-4-2009 the Government of Goa, in exercise of powers conferred under Clause (d) of sub-section (1) of Section 10 of the Act, 1947, has referred to this Industrial Tribunal the following dispute for adjudication.

(1) "Whether the action of the management of M/s. First Flight Couriers Limited, Panaji, in terminating the services of Ms. Gangubai S. Mane, Data Entry Operator, with effect from 11-2-08, is legal and justified?"

(2) If not, what relief the workperson is entitled to?"

2. Pursuant to the reference IT/10/09 was registered. Notices were issued to both parties.

The Party I filed his claim statement at Exb. 4 and the Party II filed its written statement at Exb. 5.

3. The Party I was employed with the Party II as data entry operator w.e.f. 14-5-07. The Party I has stated that she had worked with the Party II continuously till 11-2-08 on which date the Branch Manager of Goa office of the Party II had informed the Party I that her services stood terminated that she need not report for work from the next date. The Party I has stated that she had put in 240 days of continuous service and that her termination is in violation of provisions of Sections 25F and 25G of the Act. The Party I therefore claims that her termination is therefore illegal and has therefore claimed full back wages and continuity in service.

4. The Party II has stated that the Party I was employed as casual employee on temporary basis to assist the branch in charge, Shri Gangaram Gaude. The Party II has further stated that the services of the Party I liable to be terminated without any notice or compensation. The Party II has further stated that the work of the Party I is not satisfactory and since there was no improvement in her performance her casual employment was brought to an end on 8-2-08. The Party II has stated that the Party I was paid Rs. 2,400/- towards settlement of full and final settlement of her dues. The Party II has denied that the termination of services of the Party I is illegal or are in contravention of provisions of the Act.

5. Based on the aforesaid pleading following issues were framed:

(1) Whether the Party I proves that she was appointed by the Party II as data entry operator w.e.f. 14-5-07?

(2) Whether the Party I proves that her services were orally terminated on 11-2-08?

(3) Whether the Party I proves that her termination is in violation of Section 25F of the Industrial Disputes Act, 1947?

(4) Whether the Party I proves that she was in continuous service for over 240 days during the period of the twelve months preceding her termination?

(5) Whether the Party I proves that the Party II has retained the Services of the employees who are junior to her and has thereby contravened provisions of section 25G of the Industrial Disputes Act, 1947?

(6) Whether the Party I proves that the Party II has taken new employees in her place without giving her an opportunity of re-employment and has thereby violated the provisions of Section 25H of the Industrial Disputes Act, 1947?

(7) Whether the Party II proves that the Party I was appointed as daily rated employee on temporary bases for a short duration of time?

(8) What relief? What order?

6. The matter was posted on 7-9-09 for production of documents and settlement of issues. Both parties appeared before the Tribunal along with their respective representative/advocates and submitted that they have resolved the matter amicably. The parties have placed on record consent terms at Exb. 8. These terms are signed by both parties and are also agreeable by both parties. In my considered opinion, the said terms are in the interest of the Workman. Hence, I pass the following order as per the consent terms at Exb. 8.

ORDER

1. It is mutually agreed between the parties that the Employer/Party II shall pay a sum of Rs. 50,000/- (Rupees fifty thousand only) to Ms. Gangubai S. Mane, Workman/Party I, in full and final settlement of all her dues and claims against Party II in respect of her employment with them.

2. It is mutually agreed between the parties that the Workman/Party I agrees to accept an amount of Rs. 50,000/- (Rupees fifty thousand only) in full and final settlement of all her dues and claims against Party II.

3. It is mutually agreed between the parties that with this settlement the present disputes stands settled.

No order as to costs. Inform the Government accordingly.

Sd/-

(Smt. Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal &
Labour Court.

**Department of Panchayati Raj and
Community Development**

Directorate of Panchayats

—
Order

No. 19/11/DP/CO-OPTION V. P./07/761

In exercise of powers conferred by second proviso to sub-section (4) of Section 7 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) the Government of Goa hereby directs the Panchayat specified in column No. (3) of the Schedule hereto co-opt a person belonging to the Schedule Caste, in the manner specified in the Goa Panchayat Raj (Co-option of Members) Rules, 1997.

SCHEDULE

Sr. No.	Name of the Block	Name of the Village Panchayat
1	2	3
1.	Pernem	Village Panchayat Allorna.

By order and in the name of the Governor of Goa.

Menino D'Souza, Director of Panchayats.

Panaji, 8th January, 2010.

—
Notification

No. 19/11/DP/CO-OPTION V. P./07/762

In exercise of powers conferred by rule 3 of the Goa Panchayat Raj (Co-option of Members) Rules, 1997, I, Director of Panchayats hereby fix Wednesday, the 10th day of March, 2010 as the date on which special meeting of elected members of Panchayat specified in column No. 3 of the Schedule appended hereto for co-option of one person belonging to Schedule Caste as a member of the Panchayat. The meeting shall be held in the respective Village Panchayat office.

SCHEDULE

Sr. No.	Name of the Block	Name of the Village Panchayat
1	2	3
1.	Pernem	Village Panchayat Allorna.

By order and in the name of the Governor of Goa.

Menino D'Souza, Director of Panchayats & ex officio Jt. Secretary.

Panaji, 25th January, 2010.

Department of Personnel

—
Order

No. 18/1/88-PER (Part-III)

The services of Shri Sunil P. Masurkar, Senior Scale Officer of Goa Civil Service presently holding the post of Director of Civil Supplies and Consumer Affairs are placed at the disposal of the Goa Public Service Commission for his appointment as Secretary, Goa Public Service Commission, on deputation, with immediate effect.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 20th January, 2010.

—
Order

No. 6/1/2002-PER (Part)

The Governor of Goa is pleased to order transfer and posting of the following Junior Scale Officers of Goa Civil Service, with immediate effect, in public interest:

Sr. No.	Name of the Officer	Present posting	Posted on transfer
1	2	3	4
1.	Shri Agnelo A. J. Fernandes	Awaiting posing	Dy. Collector (LA) South, Margao.
2.	Shri Pandharinath N. Naik	Chief Officer, Canacona Municipal Council	Under Secretary (Revenue-I) & Under Secretary (Revenue-II) thereby relieving Shri Dasharath M. Redkar and Shri Levinson J. Martins, respectively of the additional charges.
3.	Shri Agnelo A. Fernandes	Chief Officer, Cuncolim Municipal Council	Dy. Collector & SDM, Quepem.
4.	Shri Shivaji B. Dessai	Chief Officer, Quepem Municipal Council	Chief Officer, Cuncolim Municipal Council.

1	2	3	4
5. Shri Johnson B. Fernandes	Dy. Collector (LA), South Margao	Dy. Collector & SDM, South, Margao.	
6. Shri Prashant P. Shirodkar	Dy. Collector, Canacona	Chief Officer, Quepem Municipal Council.	
7. Shri Francisco X. L. Ferrao	O.S.D., NRI Cell	Dy. Collector & DRO, North, Panaji.	
8. Shri Deepak S. Dessai	Awaiting Posting	Chief Officer, Canacona Municipal Council, with additional charge of Dy. Collector, Canacona.	

Shri N. P. Signapurkar, Under Secretary (Estt.) in Law Department, shall hold charge of the post of Under Secretary (Personnel-II), in addition to his own duties with immediate effect and until further orders.

The posting of S/Shri Shivaji B. Dessai, Prashant P. Shirodkar and Deepak S. Dessai, shall be on deputation and shall be governed by standard terms of deputation as contained in Office Memorandum No. 13/4/74-PER dated 12-02-1999, and as amended from time to time.

The Officers at Serial No. 1, 2, 3 and 4 shall move first.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 20th January, 2010.

Order

No. 6/11/2009-PER

The Governor of Goa is pleased to order transfer and posting of the following Senior Scale Officers of Goa Civil Service/IAS, with immediate effect, in public interest:

Sr. No.	Name of the Officer	Present posting	Posted on transfer
1.	Shri Venancio Furtado	General Manager,	Director of Transport with

1	2	3	4
		Entertainment Society of Goa	additional charge of General Manager, Entertainment Society of Goa, until further orders.
2. Shri Arvind Loliyekar	Director of Transport		Director of Mines.
3. Shri G. P. Pilarnekar	Project Director, D.R.D.A., North		Director of Civil Supplies, with additional charge of Project Director D.R.D.A., North, Panaji.
4. Shri M. B. Kumthekar	Dy. Controller (Civil Defence)		Custodian of Evacuee Property.
5. Shri Francisco Teles	Awaiting posting		Dy. Controller (Civil Defence).
6. Shri Joasinho Vaz	Custodian of Evacuee property		Land Acquisition Officer, Goa State Infrastructure Development Corporation.
7. Ms. Garima Gupta, IAS	Awaiting posting		Director (RND).
8. Smt. Shabari Manjrekar	Additional Collector-II, North		Director (Admn), Directorate of Education.
9. Shri N. B. Narvekar	Director of Social Welfare		Additional Collector-II, North, Panaji with additional charge of Director (Admn), Directorate of Health Services.
10. Shri T. S. Sawant	Director (Admn), Directorate of Health Services		Director of Social Welfare.

2. Shri J. B. Bhingui, Chief Executive Officer, Khadi & Village Industries Board is relieved of the additional charge of Member Secretary, Ravindra Bhavan, Margao. He shall hold the charge of Managing Director, Goa State SC & OBC Finance

Development Corporation and of Chief Executive Officer, Zilla Panchayat, North in addition to his own duties with immediate effect and until further orders. He shall also continue to hold the charge of Joint Secretary (GA), in addition to his own duties until further orders.

3. Shri Y. B. Tavde, Additional Collector-II, South, Margao shall hold the charge of Member Secretary, Ravindra Bhavan, Margao, in addition to his own duties until further orders.

4. Shri S. V. Naik, Chief Officer, Mormugao Municipal Council, is relieved of the additional charge of the Director (Admn), Goa Medical College, Bambolim.

5. Shri Swapnil M. Naik, Director of Tourism shall hold charge of Director (Admn), Goa Medical College, Bambolim, in addition to his own duties until further orders.

6. Shri M. B. Kumthekar, shall draw his pay & allowances on the vacant post of Director of Settlement and Land Records, until further orders.

7. Ms. Garima Gupta, IAS shall draw her pay and allowances on "Leave and Training Reserve" post, until further orders.

8. The posting of Shri Joasinho Vaz, shall be on deputation and shall be governed by the standard terms of deputation as contained in this Department's Office Memorandum No. 13/4/74-PER dated 12-02-1999, as amended from time to time.

9. The officers at Serial No. 1, 3, 5, 7, 8 and 10 shall move first.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 20th January, 2010.

Order

No. 6/11/2009-PER

Read: Order No. 6/11/2009-PER dated 20-01-2010.

The transfer and posting of Shri Venancio Furtado, General Manager, Entertainment Society of Goa as Director of Transport and Shri Arvind Loliyekar, Director of Transport as Director of Mines made vide Order dated 20-01-2010, read in preamble, shall be kept in abeyance, till 31-01-2010.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 21st January, 2010.

Order

No. 13/1/2008-Per(C)GAD(Part)

Read: 1. Government Order No. 13/1/2008-GAD-II dated 19-09-2008.

2. Government Order No. 13/1/2008-Per(c)GAD(Part) dated 22-09-2009.

3. Government Order No. 13/22/2006-Per(A) dated 21-01-2010.

Government is pleased to grant ex-post facto extension to the contract appointment of Shri V. P. Shetye, Law Secretary for a further period upto 30-11-2009.

The services of Shri V. P. Shetye stands terminated w.e.f. 30-11-2009 (a.n.).

This order is issued in pursuance to the Order dated 1st December, 2009, passed by the Hon'ble High Court of Bombay at Goa in Misc.Civil Application No. 723 of 2009 in Writ Petition No. 438 of 2009.

This issues in supersession of the above read Order dated 21-01-2010.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Personnel-II).
Porvorim, 22nd January, 2010.

Order

No. 6/9/2009-PER (Part-I)

Shri Melvyn A. Vaz, Managing Director, Goa Housing Board holding additional charge of the Project Director, District Rural Development Agency, South shall also hold charge of the post of Chief Executive Officer, Zilla Panchayat, North, in addition to his own duties, with immediate effect and until further orders.

This order is in partial modification of Order No. 6/11/2009-PER dated 20-01-2010.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).
Porvorim, 25th January, 2010.

Department of Public Works

Office of the Principal Chief Engineer

Order

No. 64/5/2002/PCE-PWD-ADM(II)/21

Read: 1) Government Order No. 34/2/2008/PCE-PWD/ADM(II)/30 dated 02-02-2009.

2) Letter No. SAG/Co/Gen-Corres/09-10/3277 dated 18th January, 2010.

Shri P. C. Gupta, Executive Engineer of this Department who was posted on deputation to Directorate of Vigilance, Panaji as Technical Examiner vide Government order cited above and completes deputation period of one year stands transferred and posted as Executive Engineer in Sports Authority of Goa on deputation with immediate effect.

The deputation of Shri Gupta, Executive Engineer shall be governed by the terms and conditions contained in O.M. No. 13/4/74/PER dated 12-2-1999 of the Department of Personnel, Government of Goa, Secretariat, Panaji as amended from time to time.

This deputation of Shri Gupta, Executive Engineer shall be in addition to the existing deputation of Shri P. B. Khalwadekar, Executive Engineer until further orders.

This is issued with the approval of the Government.

By order and in the name of the Governor of Goa.

A. M. Wachasundar, Principal Chief Engineer, PWD & ex officio Addl. Secretary.

Panaji, 25th January, 2010.

Department of Revenue**Order**

No. 23/37/2007-RD

Whereas, the Government of Goa vide Notification No. 23/37/2007-RD dated 18-12-2007, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 38, dated 24-12-2007, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction and

B/T of road from main road via Kane's House onwards to the propose Khareband link road at Margao city of Salcete Taluka (hereinafter referred to as the "said public purpose").

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23/37/2007-RD dated 17-09-2008, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 26 dated 25-09-2008, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 12th January, 2010.

Notification

No. 23/54/2008-RD

Whereas by Government Notification No. 23/54/2008-RD dated 28-11-2008 published on Series II No. 37 of the Official Gazette, dated 11-12-2008 and in two newspapers (1) "Gomantak" dated 03-12-2008 and (2) "Pudhari" dated 03-12-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for public purpose viz. Land Acquisition for Regional water supply to Shivadem in V. P. Darbandora in Sanguem Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Dy. Collector & SDO, Quepem-Goa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Dy. Collector & SDO, Quepem-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Sanguem

Village: Darbandora

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
28/1	O: Government of Goa, Daman & Diu.	1780
	OR: 1. Chandru Bhisso Gaunkar. 2. Babusso Ram Gaunkar. 3. Vithu Pundalik Naik. 4. Ladu Pundalik Naik. 5. Gopal Pundalik Naik. 6. Pandhori Deu Gauthankar. 7. Keshav Putu Gauthankar. 8. Pandurang Yesu Solienkar. 9. Naro Chepo Shirodkar. 10. Shiva Yeso Shirodkar. 11. Ramnath Govind Soliyenkar. 12. Raghu Roglo Peduekar. 13. Yeshwant Vasu Gauthankar. 14. Raghoba Yesso Gauthankar. 15. Shankar Pandu Soliyekor. 16. Budho Gopal Soliyekor. 17. Narayan Rama Gaunkar. 18. Gopinath Bhisso Gaunkar. 19. Atmaram Mosno Shet Verenkar. 20. Rohidas Bhisso Gaunkar. 21. Dattaram Bhisso Gaunkar. 22. Babuli Vasu Gauthankar. 23. Pandurang Bhicu Bhat Gaunkar. 24. Anant Bhicu Shet Gaunkar. 25. Govind Bhicu She Gaunkar. 26. Shripad Anant Dessai.	

1	2	3
<i>Boundaries :</i>		
North: S. No. 28, 32/2.		
South: S. No. 28, 32/2.		
East : S. No. 28, River.		
West : S. No. 28, 32/2.		
		Total: 1780

By order and in the name of the Governor
of Goa.

Levinson J. Martins, Under Secretary (Revenue-II).

Porvorim, 25th January, 2010.

Notification

No. 23/42/2008-RD

Whereas by Government Notification No. 23/42/2008-RD dated 02-01-2009 published on pages 1018 to 1021 Series II No. 42 of the Official Gazette, dated 15-01-2009 and in two newspapers (1) "Herald" dated 07-01-2009 and (2) "Navprabha" dated 07-01-2009, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for public purpose viz. Land Acquisition for widening of road between km. 5/450 to km. 7/00 of NH-17B.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Ponda

Village: Borim

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
276/10 H:	Comunidade Borim.	30.00
T: 1.	Shankar Budhu Gaude.	
276/11 H:	Shri Nav Durga Borim.	52.00
276/12 H:	Shri Devi Navadurga Borim.	12.00
276/13 H:	Shri Ramchandra Sinai Borkar.	59.00
	Shrikant S. S. Borkar.	
	Shanu S. S. Borkar.	
	Suvassini S. S. Borkar.	
	Gurudas Ganesh Naik.	
276/14 H:	Gopinath Vaman P. Sawkar.	48.00
	Subhash Narayan P. Sawkar.	
	Yeshwant Narayan P. Sawkar.	
	Gurudas Ganesh Naik.	
276/15 H:	Comunidade Borim.	23.00
T: 1.	Vithu Ulho Gaude.	
275/1 H:	Gopinath Vaman Prabhu Sawkar.	39.00
	Laxmibai Narayan Prabhu Sawkar.	
	Subhash Narayan Prabhu Sawkar.	
	Yeshwant Narayan Sawkar.	
275/2 H:	Gopinath Vaman Prabhu Sawkar.	367.00
	Laxmibai Narayan Prabhu Sawkar.	
	Subhash Narayan Prabhu Sawkar.	
	Yeshwant Narayan Prabhu Sawkar.	
	Govind Naru Naik.	
T:	Guna Khumano Naik.	
275/3 H:	Gopinath Vaman Prabhu Sawkar.	42.00
	Laxmibai Narayan Prabhu Sawkar.	
	Subhash Narayan Prabhu Sawkar.	
	Yeshwant Narayan Prabhu Sawkar.	
T:	Devu Keshav Naik.	

1	2	3
275/4 H:	Gopinath Vaman Prabhu Sawkar.	35.00
	Laxmibai Narayan Prabhu Sawkar.	
	Subhash Narayan Prabhu Sawkar.	
	Yeshwant Narayan Prabhu Sawkar.	
T:	Loku K. Naik.	
275/5 H:	Gopinath Vaman Prabhu Sawkar.	14.00
	Laxmibai Narayan Prabhu Sawkar.	
	Subhash Narayan Prabhu Sawkar.	
	Yeshwant Narayan Prabhu Sawkar.	
T:	Uttam Nanu Naik.	
275/6 H:	Gopinath Vaman Prabhu Sawkar.	16.00
	Laxmibai Narayan Prabhu Sawkar.	
	Subhash Narayan Prabhu Sawkar.	
274/13 H:	Comunidade Borim	70.00
T:	Nazareth Santan Goes.	
274/14 H:	Comunidade Borim.	72.00
T:	Nami Chilu Gaude.	
274/15 H:	Comunidade Borim.	72.00
T:	Ramchandra Babuso Gaude.	
274/16 H:	Anant Vishnu Mahale.	53.00
274/17 H:	Narayan Damodar Mahale.	45.00
274/18 H:	Ratnakar Shankar Mahale.	49.00
	Harichandra Balkrishna Mahale Borkar.	
274/19 H:	Ranganath Krishna Mahale.	36.00
	Krishnanath Nonu Mahale.	
	Shamsundar Nanu Mahale.	
274/20 H:	Ladu Rupo Paravar.	350.00
	Uttam Pupo Paravar.	
	Bhikaro Bhanu Paravar.	
	Datta Kuttu Paravar.	
	Vasant Kuttu Paravar.	
	Nonu Chudu Paravar.	
	Mahadev Chudu Paravar.	
	Shiva Khemu Paravar.	
	Damodar Demu Paravar.	
	The Executive Engineer	
	WD XV III ®, PWD Ponda.	

1	2	3	1	2	3
274/21	H: Sagun Bhikaro Mahale. Damodar Mahale.	20.00	274/2	H: Comunidade Borim. T: Ram Jivu Gaude.	46.00
273/1	H: Gopinath Vaman Prabhu Sawkar. Subhash Narayan Prabhu Sawkar. Yeshwant Narayan P. Sawkar. M/s. Vishal Engineering Work	415.00	274/3	H: Comunidade Borim. The Executive Engineer WD XVIII ®, P.W.D., Ponda. T: Poto Chilu Gaude.	43.00
273/2	Bhiso Laxman Parpati. Raghu Govind Parpati. Laxman Narayan Parpati.	192.00	274/4	H: Comunidade Borim. The Executive Engineer WD XVII ®, P.W.D., Ponda. T: Gurudas Ganesh Naik.	45.00
272/1	H: Jaiwant Bhisso Parpati.	17.00	274/5	H: Venkatesh Rajaram Prabhu Desai.	61.00
272/2	H: Raghu Govind Parpati.	16.00	274/6	H: Shri Devi Navadurga Borim. T: Nilu Savalo Gaude.	31.00
272/3	H: Laximan Kashinath Parpati.	21.00	274/7	H: Gopinath Vaman Prabhu Sawkar. Subhash Narayan Prabhu Sawkar. Yeshwant Narayan Prabhu Sawkar.	41.00
272/4	H: Tukaram Kashinath Parpati.	23.00		T: Nagesh Vithu Naik.	
272/5	H: Gopal Vithal Parpati.	26.00	274/8	H: Anant Shankar Bhat Upadhye. Nilkant Suryaji Shenvi Borkar. Ladu Shivram Devari. T: Gopal Raghunath Naik.	33.00
272/6	H: Shrikant Datta Parpati. Damodar Narayan Parpati.	52.00			
272/7	H: Shitaram Shiva Parpati. Laximibai Ramnath Parpati.	16.00	274/9	H: Comunidade Borim. T: Pandari Shiva Naik.	35.00
271/1	H: Shrikant Datta Parpati. Damodar Narayan Parpati.	63.00	274/10	H: Comunidade Borim. T: Bhisso Laximan Naik.	37.00
271/2	H: Sitaram Shivu Parpati.	140.00	274/11	H: Comunidade Borim. T: Govind Ramchandra Satarkar.	43.00
271/3	H: Shrikant Datta Parpati. Damodar Narayan Parpati.	50.00			
271/4	H: Sitaram Shivu Parpati. Yeshwant Narayan Prabhu Sawkar. T: Datta Ram Naik.	45.00	274/12	H: Comunidade Borim. T: Vasu Bhudo Gaude.	46.00
275/7	H: Keshav Vyankatesh Sawkar. T: Narayan Rupo Gaude.	58.00	271/5	H: Bhiso Laxman Parpati. Laxman Narayan Parpati. Raghu Govind Parpati. Vishnu Govind Parpati.	150.00
275/8	H: Gopinath Vaman Prabhu Sawkar. Laxmibai Narayan Prabhu Sawkar. Subhash Narayan Prabhu Sawkar. Yeshwant Narayan Prabhu Sawkar. T: Naru Govind Naik.	44.00	271/6	H: Gajanan Madu Parpati. Gopal Vithal Parpati. Tukaram Kashinath Parpati.	110.00
275/9	H: Keshav Venkatesh Sawkar. T: Bajanabai Babu Naik.	18.00	269/1	H: Comunidade Borim. T: Diyog Gomes.	395.00
275/10	H: Shri Devi Navadurga Borim. T: Vittu Ulho Gaude.	155.00	268/1	H: Laxmibai Narayan Prabhu Sawkar. Yeshwant Narayan Prabhu Sawkar. Subhash Narayan Prabhu Sawkar. Gopinath Vaman Sawkar. Krishnanath Madu Naik.	208.00
275/11	H: Shri Devi Navadurga Borim. T: Vasu Budho Gaude.	77.00			
275/12	H: Shri Devi Navadurga Borim. T: Vassu Ulho Gaude.	28.00			
274/1	H: Shri Devi Navadurga Borim. T: Hari Chandra V. Gaude.	77.00			

1	2	3
268/2 H:	Anant Sonu Chari. Ashok Raju Chari. Narayan Balkrishna Chari. Sitaram Chari.	501.00
268/3 H:	Jayaram Anant Prabhu Dessai.	152.00
268/4 H:	Laxmibai N. P. Sawkar. Yeshwant N. P. Sawkar. Subhash N. P. Sawkar. Gopinath Vaman Sawkar. Maria Nazar Goes. Madhuri Anant Naik. Nazario Santan Goes. Baltazar Goes. Perpetua Fernandes. Maria Lovtina Dias. Antonio Goes. Menino Goes.	505.00
267/1 H:	Joao Salvador Rodrigues.	595.00
379/0 H:	Jack Sequeira.	23.00
5/0 H:	Dr. Jack Sequeira.	1092.00
6/2 H:	Anand Narayan Borkar Parit. Anant Parit Borkar. Anant Macdu Parit Borkar.	223.00
6/4 H:	Anand Narayan Borkar Parit. Vishnu Narayan Parit Borkar.	125.00

Boundaries :

North: Road.

South: S. No. 276/1 to 14, 275/1
to 12, 274/1 to 22, 273/1
2, 271/1 to 6, 269/1, 268/1
to 4, 267/1, 379, Road,
S. No. 5, 6/2,4.

East : Nallah.

West : Road.

Total: 7577.00

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 27th January, 2010.

Notification

No. 22/23/2009-RD

Whereas by Government Notification No. 22/23/2009-RD dated 02-12-2009 published on pages 974 to 975 of Series II No. 37 of the Official Gazette dated 10-12-2009 and in two newspapers (1) "Herald" dated 05-12-2009 and (2) "Goa Doot" dated 05-12-2009, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification was likely needed for the public purpose viz. Land Acquisition for development of Government Village School Playground at Non-Mon in Vasco City of Mormugao Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints under clause (c) of Section 3 of the said Act, the Dy. Collector (LA), South Goa District, Margao-Goa, to perform the functions of a Collector, South Goa District, Margao-Goa, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said the Dy. Collector (LA), South Goa District, Margao-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Mormugao

City: Vasco

P. T. Sheet No./ Chalta No.	Names of the persons believed to be interested	Approx. Area in sq. mts.
1	2	3
45 4	O: M/s. Zuari Real Estate Co. Pvt. Ltd., Vasco.	650

1	2	3
45	5	O: Not known. 161
45	6	O: M/s. Zuari Real Estate Co. Pvt. Ltd., Vasco. 22
61 50/1 part	O: Comunidade of Mormugao. 924	T: Ana Tereza Correia.
61 50/2 part	O: Comunidade of Mormugao. 3086	T: Manuel De Rosario.
61 50/3 part	O: Comunidade of Mormugao. 1357	T: Agnelo Pereira.

Boundaries :

North : P T. S. No. 45, Ch. No. 4, Road.

South : P T. S. No. 61, Ch. No. 50/1, 50/2, 50/3.

East : Nala.

West : P T. S. No. 61 Ch. No. 1, 47, 49, 50/1.

Total: 6200

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 29th January, 2010.

Corrigendum

No. 22/10/2008-RD

Read: Notification No. 22/10/2008-RD dated 18-09-2009 regarding land acquisition for construction of an extension to the school building of Government High School, Shristhal, Canacona.

In the schedule appended to the above read Notification, the total area under acquisition shall be read as 1000 sq. mts. instead of 972 sq. mts.

The rest of the contents of above Notification shall remain unchanged.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 22nd January, 2010.

Department of Social Welfare

Directorate of Social Welfare

Corrigendum

No. 13/25/92-SWD-Vol-II(P)/7046

Read: Order No. 13-25-92-SWD-Vol.II/7046 dated 09-09-2008.

In the Government order dated 09-09-2008 referred to above, the name of Shri Lavoo Mamledar, Durgabhat, Ponda-Goa at Sr. No. 3 shall be substituted with the name of Shri Dhananjay Mamledar, Durgabhat, Ponda-Goa as Member on OBC commission in terms of the provisions of Rule 3 of the Goa State Commission for Backward Classes Rules, 1997.

By order and in the name of the Governor of Goa.

N. B. Narvekar, ex officio Joint Secretary & Director of Social Welfare.

Panaji, 22nd January, 2010.

Department of Urban Development

Directorate of Municipal Administration

Order

No. 3/11/81-DMA/Vol.II/2677

The Government of Goa is pleased to constitute a High Power Committee for setting up of Solid Waste Management Project at Sonsoddo on Design, Build, Own, Operate and Transfer (DBOOT) basis to accord administration and Financial sanction, to oversee operation and to monitor the execution of the waste disposal project at Sonsoddo, Margao within the frame work of Municipal Solid Waste (Management & Handling) Rules, 2000, consisting of the following members:

- | | |
|---|-------------|
| 1. Hon'ble C. M. | — Chairman. |
| 2. Hon'ble U. D., Minister | — Member. |
| 3. Hon'ble M.L.A. Fatorda Constituency | — Member. |
| 4. Hon'ble M.L.A. Curtorim Constituency | — Member. |
| 5. Chief Secretary | — Member. |
| 6. Secretary, Finance | — Member. |

7. Secretary, U. D.	— Member.
8. Secretary, P.W.D.	— Member.
9. Secretary, Planning	— Member.
10. Secretary, Environment	— Member.
11. Principal Chief Engineer P.W.D.	— Member.
12. Collector, South-Goa	— Member.
13. Chairperson, Margao Municipal Council	— Member.
14. Chief Officer, Margao Municipal Council	— Member Secretary.

This is issued with the approval of Chief Secretary and Hon'ble Chief Minister.

Daulat Hawaldar, Director of Municipal Administration/Urban Development.

Panaji, 27th January, 2010.

◆◆◆

Department of Women & Child Development

Order

No. 1-2009-2003-DW&CD/335

Read: Order No. 1-1-2009/W&CD/Sectt. Cell/11 dated 01-01-2010.

On the recommendation of the local D. P. C. constituted for considering the ad hoc promotion, the following Child Development Project Officers are hereby promoted to the post of Programme Officer (Group 'B' Gazetted) in the pay scale of Rs. 9,300-34,800+Grade Pay of Rs. 4,800/- in the Directorate of Women and Child Development purely on ad hoc basis initially for a period of 6 months or till the post is filled on regular basis whichever is earlier:

Sr. No.	Name of the Officials
1.	Smt. Vinaya V. Govekar, CDPO-Satari.
2.	Smt. Martha Mascarenhas, CDPO-Salcete.

On promotion Smt. Vinaya V. Govekar is posted as Programme Officer, North Head Office thereby relieving Smt. Irene V. Sequeira, Dy. Director (Admn.) of Goa Civil Service in the Directorate of Women and Child Development, Panaji, who is holding the additional charge of Programme Officer in this Directorate as per Order

No. 6/2/2008-PER dated 18-05-2009 and Smt. Martha Mascarenhas is posted as Programme Officer, South Goa.

The expenditure in respect of the above posts shall be debited to the Budget Head of Account "2235—Social Security and Welfare, 102—Child Welfare, 03—Integrated Child Development Scheme including Health Cover (Plan) (A), 01—Salaries".

The above promoted Officials shall continue to hold the charge of CDPO's presently held by them until further orders.

The above ad hoc promotion shall not bestow any substantive right for regular promotion.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Director & ex officio Jt. Secretary (W&CD).

Panaji, 29th January, 2010.

Directorate of Women & Child Development

Notification

No. 4/19/96/SWD/W&CD/270

Read: Notification No. 4/19/96/SWD/W&CD/2255 dated 11th December, 2006.

In exercise of the powers conferred by section 4 of the Goa State Commission for Women Act, 1996 (Goa Act 10 of 1996) (hereinafter called as the "said Act"), read with rule 3 of the Goa State Commission for Women Rules, 1997, and in supersession of the Government Notification referred above, published in the Official Gazette (Extraordinary), Series II No. 36 dated 13th December, 2006, the Government of Goa hereby constitutes the State Commission for Women, to exercise the powers conferred on and to perform the function assigned to it, under the said Act, consisting of the following persons, namely:

1. Smt. Ezilda Alzira Dias Sapeco, — Chairperson.
Cortim, Panaji-Goa
2. Smt. Victoria Fernandes, — Member.
MLA, Santa Cruz,
Tiswadi
3. Smt. Vijaya Sheldekar, — Member.
Shirvodem, Navelim,
Margao

4. Smt. Nany D'Souza — Member.
Khariwada, Vasco-da-Gama
5. Smt. Beena Shantaram Naik, — Member.
2137, Near Swamy Mutt,
Gogal, Margao
6. Smt. Gulab Vernekar, — Member.
Shiroda, Ponda-Goa
7. Smt. Sujata Damodar Bhatkar — Member.
Verem, Bardez-Goa

8. Smt. Jyoti Mona Phadte — Member.
Gaonkar, Building No. II,
HB Colony, Curti, Ponda-Goa
9. Ms. Margaret Fernandes — Member
Secretary.

By order and in the name of the Governor
of Goa.

Sanjiv M. Gadkar, Director & ex officio
Jt. Secretary (W&CD).

Panaji, 25th January, 2010.

www.goagovt.nic.in/gazette.htm

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